

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SAROM PED, on behalf of himself and all
similarly situated persons,

Plaintiff,

v.

CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS; and VERIZON
COMMUNICATIONS INC.,

Defendants.

No. 1:11-cv-01851

Judge James B. Zagel

STIPULATION AND TOLLING AGREEMENT

This Tolling AGREEMENT and Stipulation (“Agreement”) is entered into this 18th day of July, 2012, by and between Sarom Ped, individually and on behalf of all other similarly situated, (the “Plaintiff”), by and through his counsel, Progressive Law Group LLC and Robin Potter & Associates, P.C., and Cellco Partnership d/b/a Verizon Wireless (the “Defendant”), by and through their counsel, Jones Day.

1. Plaintiff alleges and seeks to make claims in this action, individually and on behalf of all similarly situated putative class members and/or members of a collective action nationwide pursuant to, inter alia, the Fair Labor Standards Act (“FLSA”) and under state law.

2. The parties have agreed to an informal exchange of information.

3. It is understood and agreed between Plaintiff and Defendant, that the period for filing court actions under FLSA and state law claims arising out of the facts alleged in the case entitled *Sarom Ped v. Cellco Partnership d/b/a Verizon Wireless and Verizon Communications*

Inc. Case No. 1:11-cv-01851, filed in the United States District Court, Northern District of Illinois, is hereby tolled for the period beginning on August 1, 2012 and ending on August 31, 2012 (the “Tolling Period”).

4. The Tolling Period may be extended in thirty (30) day increments by written consent of both parties, without further order of the Court.

5. The Plaintiff further agrees that Defendant is not waiving (and this Agreement shall not affect) any defense otherwise available to it, including, without limitation, lack of jurisdiction, exhaustion of remedies, and statute of limitations with respect to any limitations period that expired (a) prior to the Tolling Period or (b) after the Tolling Period. Any claims which, as of the date of this Agreement, are for any time-related reason barred in whole or in part shall remain barred in whole or in part, and shall not be revived by this Agreement.

6. The Parties agree that this Agreement is not an admission with respect to the validity or invalidity of the Plaintiff’s, or any other person’s, claims or with respect to any factual, legal, damage-related, or any other allegation in the Lawsuit.

7. This Agreement sets forth the entire understanding between the parties concerning the subject matter of the foregoing paragraphs. This Agreement may not be changed orally, but only by a writing, which is signed by the parties or signed on their behalf by their representative attorneys.

8. This Agreement may be signed, executed and transmitted, in ink or electronically, in one or more counterparts, and via facsimile, photocopy, or electronically imaged file (e.g., .PDF), with the same force and effect as if all parties had executed a single copy of this Agreement with original signatures.

NOW THEREFORE, the parties have herby entered into this Agreement on the date set forth above.

Dated: July 18, 2012

/s/Mark A. Bulgarelli

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*Counsel for Defendant Cellco Partnership
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CERTIFICATE OF SERVICE

The undersigned certifies that on this 18th day of July, 2012, a true and correct copy of the foregoing Stipulation and Tolling Agreement served via the Court's CM/ECF system which will send electronic notification to the attorneys of record at the e-mail addresses on file with the Court.

By: /s/ Mark A. Bulgarelli
One of the Plaintiff's Attorneys